

M. Kapali



HYDRO-ELECTRIC POWER COMMISSION
OF ONTARIO

and

Coonro Goe Township

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THIS AGREEMENT made this 121
day of March A. D. 1926;
BETWEEN:

with the Corporation as approved by the Commission for a supply
of electrical power or energy (such customers being hereinafter
referred to as "customers");

THE HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO,
herein called the "COMMISSION"

Party of the First Part

(b) to supply, construct and instal all works
on the highways which the Commission may deem necessary for

-AND-

the supply and delivery of the electrical power or energy
from the Commission THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF
the point of delivery TORONTO GORE. as the point on the

Commission's transmission line opposite the premises of the
customer or such point or points as the Commission may approve;
Party of the Second Part.

(c) to operate, maintain, renew, insure and
administer: WHEREAS pursuant to the Power Commission Act
R. S. O. 1914 Chapter 39 and amendments thereto (hereinafter
referred to as the "said Act") and more particularly the
provisions relating to Rural Power Districts the Corporation
has applied to the Commission for the supply and distribution
by the Commission of electrical power or energy in the Township;

report the same annually to the Corporation;
AND WHEREAS the Council of the Corporation has
passed By-Law No. 523 authorizing the entering into such
Agreement and the execution of the same on behalf of the
Corporation;
Corporation;

the business of Rural Power Distribution in the area or areas
which may be from time to time laid out and defined by the
subject to the said Act and for the considerations herein
contained, the parties hereto covenant, promise and agree
(hereinafter referred to as "Rural Power Districts"), and to
as follows:-

operate on behalf of the Corporation such Rural Power District
1. The Commission agrees:
or Districts, and, from time to time, to enlarge or alter the
(a) to reserve and deliver for the purpose of this
boundaries of any such Rural Power District;

(b) to occupy and use the highways and public
places in the Township for the purposes of this Agreement;

Agreement electrical power or energy to the Corporation and to customers within the Township who have entered into Contract with the Corporation as approved by the Commission for a supply of electrical power or energy (such customers being hereinafter referred to as "customers");

(b) to supply, construct and instal all works on the highways which the Commission may deem necessary for the supply and delivery of the electrical power or energy from the Commission's point of supply for the Corporation to the point of delivery herein defined as the point on the Commission's transmission line opposite the premises of the customer or such point or points as the Commission may approve;

(c) to operate, maintain, renew, insure and administer the said works;

(d) to render bills to the customers at rates fixed by the Commission, and to receive from the customers all monies due for electrical service rendered under this Agreement;

(e) to keep account of all such monies and to report the same annually to the Corporation:

2. The Corporation hereby grants to the Commission full right, power and authority,-

(a) to carry on, on behalf of the Corporation, the business of Rural Power Distribution in the area or areas which may be from time to time laid out and defined by the Commission whether wholly or only partly within the Township (hereinafter referred to as "Rural Power Districts"), and to operate on behalf of the Corporation such Rural Power District or Districts, and, from time to time, to enlarge or alter the boundaries of any such Rural Power District;

(b) to occupy and use the highways and public places in the Township for the purposes of this Agreement;

(c) to acquire or to supply, construct and install and to hold, maintain, operate, reconstruct, extend, renew, insure and administer, where the Commission may determine, all works for the supply and distribution of electrical power or energy for the purposes of this Agreement and without limiting the generality of the foregoing such works shall include all plant, transmission lines, transformers, wires, meters, poles, conductors, towers, equipment, apparatus, devices, appliances, service connections, materials, supplies, machinery, and other things necessary or convenient for the purposes of this Agreement or useful in connection therewith, all of which are in this Agreement included in the term "works" except where the context otherwise requires;

(d) to perform all the duties and agreements mentioned in Clause 1 of this Agreement and to perform, enforce and enjoy all contracts for the supply by the Corporation of electrical power or energy and to do all things necessary for or incidental to the performance of this agreement;

3. The Corporation hereby guarantees to the Commission the Corporation's proportion as adjusted by the Commission of all costs incurred for the purposes of this Agreement which shall include:-

(a) the cost of power delivered at the Commission's point of supply for the Township or Rural Power District which shall include the Corporation's proportionate share of interest and sinking fund on, and of the cost of operating, maintaining, administering, renewing and insuring works for the generation or purchase and delivery of electrical power or energy at the said point of supply and of other costs, as provided in the said Act:

(b) interest at the rate or rates payable by the Commission upon the money expended by or the obligations assumed by the Commission in the acquisition or supply, construction

and installation and the reconstruction and extension of the works under this Agreement;

(c) an annual sum sufficient to form in thirty years with interest at four per cent per annum a sinking fund for the repayment of all such moneys and obligations;

(d) the cost of operating, maintaining, renewing and insuring the works;

(e) its proportionate share of the cost of administration.

4. The Corporation shall, at all times, use all diligence and all lawful means in its power to co-operate with the Commission and to fulfil the terms and purposes of this Agreement;

5. The Corporation shall pay to the Commission for all power used or held in reserve for the corporation itself at rates fixed by the Commission;

6. All amounts payable in accordance with this Agreement shall be paid as the Commission may direct. Bills shall be rendered to the consumers by the Commission periodically. If any bills remain unpaid for sixty days, the Commission may, in addition to all other remedies and without notice, discontinue the supply of power to the customer until said bill is paid. No such discontinuance shall relieve the Corporation or the customer from the performance of the covenants, provisions and conditions herein contained. All payments in arrears shall bear interest at the legal rate and shall be collected and paid in accordance with the said Act;

7. This Agreement shall remain in force for thirty years from the date of the first delivery of power under this Agreement.

8. The power shall be alternating, commercially

continuous twenty-four hour power every day of the year except as provided in Clause 10, having a periodicity or frequency of approximately 25 cycles per second and shall be delivered as aforesaid at a voltage suitable for the customers' use;

The maintenance by the Commission of approximately the agreed voltage at approximately the agreed frequency at the point of delivery as defined in this Agreement shall constitute the supply of all power involved herein and the fulfilment of all operating obligations hereunder; and when voltage and frequency are so maintained, the amount of power, its fluctuations, load factor, power factor, distribution as to phases and all other electrical characteristics and qualities are under the sole control of the customers or the Corporation and its agents;

Measurement of the power taken by or held in reserve for the customer or the Corporation hereunder shall be made by means of suitable meters provided by the Commission; access to such instruments and transformers belonging to the Commission shall be free to the Commission at any and all times and the Commission may test calibrate or remove such measuring instruments and transformers at any reasonable time, but when possible the customer shall be advised at least three days in advance of the Commission's intention to calibrate, remove or change the measuring instruments;

9. The Engineers of the Commission, or one or more of them, or any other person or persons appointed for this purpose by the Commission, shall have the right from time to time during the continuance of this Agreement, to inspect the apparatus, plant and property of the customers and take records at all reasonable hours;

10. In case the Commission should at any time or times

be prevented from supplying said power, or any part thereof, or in case the consumers shall at any time be prevented from taking said power, or any part thereof, by strikes, lockout, fire, invasion, explosion, act of God, or the King's enemies, or any other cause reasonably beyond its control, then the Commission shall not be bound to deliver such power during such times, and the consumers and the Corporation shall not be bound to pay the price of said power, during such times:

11. The Commission shall have the right to discontinue the supply of power for the purpose of safeguarding life or property or at reasonable times for the purposes of making repairs, renewals or replacements to the works but such interruptions shall not release the Corporation or any of the customers from any obligation to pay for or resume the use of power when service is restored:

12. The Commission shall annually adjust and determine the amount for which the Corporation is liable under this Agreement:

13. The Commission shall be a trustee for the Corporation of all property held or operated by the Commission under this Agreement and shall be a Trustee for the Corporation and other Municipal Corporations supplied by the Commission of all property held or operated by the Commission for the supply and delivery of power to the said point of supply for the Corporation or the Rural Power District, but the Commission shall be entitled to a lien upon the said property for all monies expended by the Commission under this Agreement and not prepaid; at the expiration of this Agreement the Commission shall determine and adjust the rights of the Corporation and other Municipal Corporations supplied by the Commission having regard to the amounts paid by them respectively and such other consideration as may appear equitable to the Commission and

re approved by the Lieutenant-Governor-in-Council:

4. In case any Municipal Corporation, or any person, firm or Corporation, which shall contract with the Commission with any Municipal Corporation for a supply of power furnished to the Commission by a Company shall suffer damages by the act or neglect of the Company, and such Municipal Corporation, person, firm or Corporation would, if the Company had made the said contracts directly with them, have had a right to recover such damages or commence any proceedings or any other remedy, the Commission shall be entitled to commence any such proceedings to bring such action for or on behalf of such Municipal Corporation, person, firm or Corporation, and notwithstanding any Act, decision or rule of law to the contrary, the Commission shall be entitled to all the rights and remedies of such Municipal Corporation, person, firm or Corporation, including the right to recover such damages, but no action shall be brought by the Commission until such Municipal Corporation, person, firm or Corporation shall have agreed with the Commission to pay any costs that may be adjudged to be paid if such proceedings or action is unsuccessful.

The rights and remedies of any such Municipal Corporation, person, firm or Corporation shall not be hereby prejudiced. The word "Company" as used in this Clause shall include any person, firm, company or Municipal Corporation supplying power to the Commission:

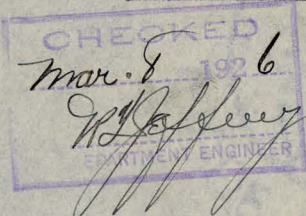
5. If differences arise between the Corporations to whom the Commission is supplying power, the Commission may upon application fix a time and place to hear all representations that may be made by the parties and the Commission shall, in a summary manner when possible, adjust such differences and such adjustment shall be final; the Commission shall

have all the powers that may be conferred upon a Commission appointed under the Act respecting Enquiries Concerning Public Matters:

16. This Agreement shall extend to, be binding upon and enure to the benefits of the successors and assigns of the parties hereto:

IN WITNESS WHEREOF, the Commission and the Corporation have respectively affixed their corporate seals and the hands of their proper officers.

THE HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO.



[Signature]
CHAIRMAN.

[Signature]
SECRETARY.

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF

TORONTO GORE.

[Signature]
REEVE

[Signature]
CLERK

have all the powers that may be conferred upon a Commission appointed under the Act respecting Industries Concerning Public Matters:

16. This Agreement shall extend to, be binding upon and ensure to the benefits of the successors and assigns of the parties hereto:
IN WITNESS WHEREOF, the Commission and the Corporation have respectively affixed their corporate seals and the hands of their proper officers.

THE HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO.

CHAIRMAN.

SECRETARY.

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DATED

THE HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO.

AND

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF

TORONTO GORE.

RESERVE

CLERK

RURAL POWER AGREEMENT